

Concerns regarding CWM Requests **2/14/00**

submitted by Joan Broderick, 830 River Road, Youngstown

Concern #1

p. 17 2nd para

What exactly do these statements mean?

..."is not impacted by the ongoing cleanup efforts of surrounding hazardous waste sites."

followed by:

p. 17 2nd para
5th line

"Various agencies have identified environmental risks & threats to human safety at these sites(LOOW) and will rely on regulated sites,such as CWM to provide suitable treatment & disposal of the heretofore improperly disposed of wastes."

Comment:

The Town of Porter has done its share and more in the storage and treatment of hazardous wastes considering both LOOW and CWM. It is time CWM started closing down(in next 5 - 7 years) and the Town of Porter exercise N.Y.S. regulatory requirements & provide post-closure care in perpetuity. By approving CWM's newest requests, we are guaranteeing their possible existence for 50 years.

12/16/99

Niagara Gazette ECHO Porter considers CWM pact by Ann McBride
"A zoning change from general to heavy industrial on 150 acres at CWM Model City site would allow the company to remain viable for 50 years. It s current hazardous waste landfill is expected to reach capacity in about 5 years. "

Comment: Reasoning behind this concern:

4/8/99

Niagara Gazette ECHO No action taken on zoning change by Ann McBride

"As for the site west of RMV-I, the company doesn't have any specific plans yet for its use as an M3 site. The company is "always considering opportunities" for possible waste handling activities, Zayatz said.

Final SEQRA
p. 24

"CWM has stated that there were no plans for commercial hazardous waste incineration, which is, in fact, prohibited by the current CAC Agreement until at least 2008."

Comment:

Isn't it possible that CAC could allow this in 2009? Stranger things have happened!

For example:

Final SEQRA
p. 29
p. 30

"The July 28, 1966 deed between the U.S. of America & Fort Conti Corporation."

"The Town has concluded that the U.S. Government and subsequent owners of the property adjacent to the CWM property which were subject to the restrictive covenant are the parties who may have had standing to object to any violation of the restrictive

covenant^{*1}, and that the Town does not have standing to enforce these restrictive covenants."

Comment:

Final SEQRA
p. 30 2nd para
6th line

Interesting how NYSDEC addressed this issue:

"At that time, the NYSDEC addressed the issue of "rubbish, litter or garbage" being disposed of on site and determined that no such activity was occurring at the site in spite of the obvious fact that hazardous waste was being treated and landfilled at the facility."

Comment:

Final SEQRA
p.29 1st para

The covenant reads:

...states that the owner, its successors and assigns, agrees that it will not use the property "as a garbage dump and will not litter or deposit any refuse or residuals on said land"...

Comment:

The NYSDEC addressed rubbish, litter or garbage but not refuse or residuals as indicated in covenant. (refuse - the worthless or useless part of something. residual - leaving a residue that remains effective for some time.) I believe that hazardous wastes fit these definitions.

Concern #2

Final SEQRA
p.26

The reorientation for the tributary of 4-Mile Creek in Western Area and a section of 12 Mile Creek will need to be removed and replaced with a new section located south of the existing section within CWM property.

p. 27

Permit applications must be submitted to the NYSDEC, U.S. Army Corp of Engineers, and the Towns of Porter & Lewiston.

Draft SEQRA
p. 3-7

"In the Western Area, the areas identified as potential wetlands primarily occur along Fourmile Creek and in isolated pockets associated with constructed features of the former Air Force Plant 68(dating back to the government ownership of the property)."

Comment:

When I read this I thought it was an error and the report was referring to Six Mile Creek, but Final Report LOOWS July 1999 explained the confusion. Reference p. 2-5.

Final SEQRA
p. 26

The DGEIS states that a section of Twelve Mile Creek will need to be removed and replaced with a new section within CWM property in the Town of Lewiston.

Comment:

Did you carefully read the mitigation design plan? Guess who permit applications are submitted to - US Army Corp of Engineers for one!

¹ Covenant - 1. a formal, solemn, and binding agreement. 2. a written agreement or promise usu. under seal between two or more parties for the performance of some action.